

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	Case No. 18-02936-jw
)	Chapter 13
Rudolph Norwood Lloyd,)	
)	
Debtor.)	

**AMENDED OBJECTION TO PLAN OF
REORGANIZATION**

Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A ("Movant"), by and through the below referenced counsel, hereby objects to the Plan of Reorganization amended August 22, 2018 as it affects Movant for the following reasons.

1. Movant holds a first mortgage on Debtor's real property located at 609 Rego Lane, Moncks Corner, Berkeley County, South Carolina 29461, TMS # 144-00-01-057 (the "Property") as described in the attached copy of the Note and Mortgage. The Property is the Debtor's principal residence, and includes the 1978 Southern Mobile, Serial Number S1227 ("Mobile Home") located thereon.

2. Movant filed a Proof of Claim on August 14, 2018 evidencing a total secured debt of \$73,211.83 with an arrearage of \$32,497.35 ("Claim").

3. Debtor's Amended Plan of Reorganization seeks to value the Property in the amount of \$26,000.00.

4. Movant filed an Objection to Debtor's Amended Plan of Reorganization on September 25, 2018. Debtor filed a response thereto on September 27, 2018.

5. The instant Amendment is filed to correct typographical errors in the initial Objection, and to address points raised in Debtor's Response thereto.

6. Debtor contends that the anti-modification provision of §1322(b)(2) is inapplicable because the Mobile Home has not been detitled and it is thus considered personal property. Debtor cites *In re Ennis* in support of Debtor's argument that the Mobile Home is personal property. See 558 F.3d 343 (4th Cir. 2009) (finding that under Virginia State law, mobile home was classified as personal property for tax purposes and Debtor did not attempt to convert the mobile home to real estate).

7. However, it is irrelevant whether the Mobile Home is detitled or is taxed as personal property for purposes of determining whether it constitutes part of the real estate under South Carolina law. In South Carolina, "[m]obile homes have held to be both fixtures and personal property." *City of North Charleston v. Claxton*, 315 S.C. 56, 431 S.E.2d 610 (Ct. App. 1993). The criteria for determining whether an item remains personal property or becomes a fixture when affixed to real property includes: "(1) the mode of attachment; (2) the character of the structure of the article; (3) the intent of parties making the annexation; and (4) the relationship of the parties." *Id.* at 60, 431 S.E.2d at 614; see also *Carrol v. Britt*, 227 S.C. 9, 86 S.E.2d 612 (1955).

8. The South Carolina District Bankruptcy Court relied upon the foregoing analysis in *In re Rebel Mfg. and Marketing Corp.*, in determining whether or not a mobile home was a fixture subject to a bank's mortgage. See 54 B.R. 674 (Bankr. D.S.C. August 26, 1985). The subject mobile home was referred to as personal property on its title and was taxed as such, and the subject mortgage did not specifically include it as collateral, although it did include "fixtures." There, the Bankruptcy Court concluded that the mobile home was a fixture subject to the mortgage because its character was "that of a

single structure not readily adaptable for movement without the expenditure of substantial funds and causing great damage to it and to its surroundings." *Id.* at 676. The Bankruptcy Court also specifically found that the treatment of the mobile home as personal property for taxes did not control, but rather the inquiry depended on the intent of the parties for the mobile home to become part of the realty. *Id.*

9. Here, the Mobile Home was appraised together with the real property as part of the subject loan origination. *See Exhibit A.* As reflected in the origination appraisal, the Mobile Home had been improved at the time of valuation to include storm windows and doors, a front screen porch, and rear deck. This comports with a current photograph of the Property, which shows the Mobile Home has undergone substantial improvements and is not readily adaptable for movement. *See Exhibit B.*

10. Furthermore, a Judgment and Order of Foreclosure and Sale was entered on April 5, 2017 by the Master in Equity for Berkeley County, which included a finding that Movant's Mortgage is also secured by the Mobile Home based upon the intent of the parties. *See Exhibit C.* As such, the state court determined that the Mobile Home is part of the real estate secured by the subject Mortgage. The Judgment and Order of Foreclosure is an unappealed order and therefore constitutes the law of the case. *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012) ("[A]n unappealed ruling, right or wrong, is the law of the case.") Accordingly, Debtor cannot relitigate this issue in the instant Bankruptcy proceedings.


11. Based on the foregoing, Movant's objection should be sustained because §1322(b)(2) is applicable to the subject lien on the grounds that the Mobile Home is considered part of the subject real property.

12. In the event the Court should find that §1322(b)(2) does not bar the valuation of it's Claim, Movant will provide evidence to the Court as to the correct value of the Property.

WHEREFORE, Movant requests that this Court deny approval of this Amended Plan of Reorganization until such time as it is amended to pay Movant's lien/claim in full. Movant requests such other relief as is just and proper.

Columbia, South Carolina

Oct. 2, 2018


MAGALIE A. CREECH, ESQ.
District Court ID No. 10871
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UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 0000

Property Address: 009 REGO LANE		CITY MONCK'S CORNER		State: SC	Zip Code: 29401
Legal Description: DEED BOOK 710 PAGE 45, PLAT C&B L PAGE 217 AND PLAT C&B F PAGE 347		County: BERKELEY			
Assessor's Parcel No. 144 00 01 009 (A) 144 00 01 007		Tax Year: 2006		R.E. Taxes: \$ 103.71	
Borrower: LLOYD, RUDOLPH & DESSIRENE		Current Owner: LLOYD, RUDOLPH & DESSIRENE		Special Assessments: \$ 0.00	
Property rights appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUDNA only)		HOA: 0.00 /Mo.	
Neighborhood or Project Name: MONCK'S CORNER		Map Reference: BERKELEY 51-A		Census Tract: MSA 1440 204.01	
Sale Price: \$ REFINANCE		Date of Sale: N/A		Description and \$ amount of loan charges/concessions to be paid by seller: N/A	
Lender/Client: CITIFINANCIAL/DATA SEARCH, INC.		Address: 404 NORTH HIGHWAY 52 SUITE 111, MONCK'S CORNER, SC 29401			
Appraiser: DIANA K. GAINER		Address: 441 OLD TROLLEY ROAD, SUMMERVILLE, SC 29406-6670			
Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate: <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply Marketing time: <input checked="" type="checkbox"/> Under 3 mos. <input type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Predominant occupancy: <input checked="" type="checkbox"/> Single family housing <input type="checkbox"/> Other PRICE: 64 Low <input checked="" type="checkbox"/> NEW <input type="checkbox"/> High AGE: 350 High <input type="checkbox"/> 40 <input type="checkbox"/> 12 Predominant: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other		Present land use %: <input checked="" type="checkbox"/> One family <input type="checkbox"/> 2-4 family <input type="checkbox"/> Multi-family Land use change: <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely In process: <input type="checkbox"/>	
Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: BOUND BY CITY LIMITS MONCK'S CORNER, BERKELEY GOLD COURSE RD, OAKLEY ROAD AND HIGHWAY 17A, AN AREA OF SPD INCLUDING MANUFACTURED HOMES. Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): MONCK'S CORNER IS THE COUNTY SEAT OF BERKELEY COUNTY. IT IS ONE OF THE OLDEST AREAS IN THE STATE WITH OUTLYING AREAS EXTENDING TO CROSS, PINEVILLE, AND CARNES CROSSROADS. THREE HIGHWAYS IN AND OUT GIVE EASY ACCESS TO SCHOOLS, SHOPPING, HOUSES OF WORSHIP, AND EMPLOYMENT. SUBJECT IS LOCATED ON THE OUTSKIRT OF MONCK'S CORNER, SURROUNDING PROPERTIES ARE SINGLE FAMILY DWELLINGS WITH EQUALLY GOOD APPEAL. NO ADVERSE CONDITIONS NOTED THAT WOULD AFFECT PROPERTY VALUES IN THE AREA. Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): IN THIS AREA THERE IS LITTLE DIRECT RELATIONSHIP BETWEEN THE AGE OF HOUSES & THEIR VALUE. OLDER HOUSES THAT HAVE BEEN MODERNIZED SELL FOR PRICES PER SQUARE FOOT OF GROSS LIVING AREA SIMILAR TO NEWER HOUSES OF THE SAME SIZE. A BIG FACTOR IN THE AREA IS THE SITE SIZE AREA IS STABLE WITH A DIVERSIFIED ECONOMY & EXPANDING LABOR FORCE. A UNIQUE BLEND OF TOURISM, SHIPPING & HEALTH CARE CONTRIBUTE TO THE STABLE ECONOMIC BASE. INTEREST RATES CONTINUE TO REMAIN LOW WITH ALL TYPES FINANCING AVAILABLE. MARKET TIME REMAINS 3 TO 6 MONTHS. NO ADVERSE CONDITIONS NOTED. Project information for PUDs (if applicable) -- Is the developer/building in control of the Home Owners' Association (HOA)? <input type="checkbox"/> YES <input type="checkbox"/> NO Approximate total number of units in the subject project: NOT A PUD. Approximate total number of units for sale in the subject project: NOT A PUD. Describe common elements and recreational facilities: N/A					
Dimensions: 2.00 ACRES (SEE SURVEY PLAT ATTACHED) Site area: 2.00 ACRES +/- Specific zoning classification and description: F-1 RESIDENTIAL Zoning compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (describe)		Topography: BASICALLY LEVEL Size: TYPICAL FOR AREA Shape: IRREGULAR Drainage: APPEARED ADEQUATE View: OTHER HOMES Landscaping: AVERAGE Driveway Surface: EARTH/GRASS Apparent easements: NORMAL UTILITY FEMA Special Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Zone: X Map Date: 10/10/2003 FEMA Map No.: 45002D 04100			
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): NO ADVERSE CONDITIONS WERE NOTED DURING THE INSPECTION OF THE PROPERTY. THERE ARE NORMAL UTILITY EASEMENTS PRESENT IN THE SURROUNDING AREA INCLUDING SUBJECT PROPERTY.					
GENERAL DESCRIPTION No. of Units: 1 No. of Stories: 1 Type (Det./Apt.): DETACHED Design (Style): MF3/ADDITION Existing/proposed: EXISTING Age (Yrs.): 28 Effective Age (Yrs.): 12		EXTERIOR DESCRIPTION Foundation: BLOCK PIER Exterior Walls: VINYL SIDING Roof Surface: COMPOSING Gutters & Downspouts: NONE Window Type: VINYL TILT Storm/Screens: STORMYES Manufactured house: PEACHTREE		FOUNDATION Slab: NO Crawl Space: YES Basement: NONE Sump Pump: NONE Compens: NONE OBSVD Settlement: NONE OBSVD Infiltration: NONE OBSVD	
BASEMENT Area Sq. Ft.: 0 % Finished: N/A Ceiling: N/A Walls: N/A Floor: N/A Outside Entry: N/A		INSULATION Roof: <input type="checkbox"/> Ceiling: AVG <input checked="" type="checkbox"/> Walls: AVG <input checked="" type="checkbox"/> Floor: AVG <input checked="" type="checkbox"/> None: <input type="checkbox"/> Unknown: <input type="checkbox"/>			
ROOMS Basement: <input type="checkbox"/> Level 1: <input type="checkbox"/> Level 2: <input type="checkbox"/>		Rooms: 9 Rooms: 4 Bedroom(s): 2 Bath(s): 2,106 Square Feet of Gross Living Area			
INTERIOR Materials/Condition: VINYL DRY WALL/AVG Walls: DRYWALL/PANEL/AVG Trim/Finish: WOOD & PAINT/AVG Bath Floor: VINYL/AVG Bath Wall/ceiling: DRYWALL/PLASTER/AVG Doors: WOOD FLUSH/AVG		HEATING Type: FWA Fuel: GAS Condition: WORKING COOLING Central: YES Other: 2 AC Condition: WORKING		KITCHEN EQUIP. Refrigerator: <input checked="" type="checkbox"/> Range/Oven: <input checked="" type="checkbox"/> Disposal: <input type="checkbox"/> Dishwasher: <input type="checkbox"/> Fan/hood: <input checked="" type="checkbox"/> Microwave: <input type="checkbox"/> Washer/Dryer: <input type="checkbox"/>	
ATTIC None: <input checked="" type="checkbox"/> Stairs: <input type="checkbox"/> Drop Stair: <input type="checkbox"/> Scuttle: <input type="checkbox"/> Floor: <input type="checkbox"/> Heated: <input type="checkbox"/> Finished: <input type="checkbox"/>		AMENITIES Fireplace(s) #NO: <input type="checkbox"/> Patio: <input type="checkbox"/> Deck: <input checked="" type="checkbox"/> Porch: SCOPOR <input checked="" type="checkbox"/> Fence: <input type="checkbox"/> Pool: <input type="checkbox"/> STORAGE BLOK: <input checked="" type="checkbox"/>		CAR STORAGE None: <input type="checkbox"/> Garage: <input type="checkbox"/> Attached: <input type="checkbox"/> Detached: <input type="checkbox"/> Built-in: <input type="checkbox"/> Carport: 2 CAR Driveway: 2 CAR	
Additional features (special energy efficient items, etc.): STORM WINDOWS & DOORS, 4 CEILING FANS, FRONT SCREEN PORCH, REAR DECK, THE ADDITION WAS BUILT IN 1992.					
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: NO FUNCTIONAL INADEQUACIES OR PHYSICAL INADEQUACIES WERE NOTED BEYOND NORMAL WEAR & TEAR. UPKEEP HAS BEEN AVERAGE. NO FUNCTIONAL PROBLEMS WERE OBSERVED DURING THE INSPECTION. THE CONDITION HAS BEEN CONSIDERED IN THE EFFECTIVE AGE ESTIMATE. THE SUBJECT IS A DOUBLEWIDE MANUFACTURED HOME WITH AN ADDITION.					
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: THE APPRAISER IS NOT AWARE OF & HAS NOT OBSERVED ANY ADVERSE ENVIRONMENTAL CONDITIONS ON OR IN THE IMMEDIATE VICINITY OF THE SUBJECT SITE.					

Revised Form 70 5/93

PAGE 1 OF 2
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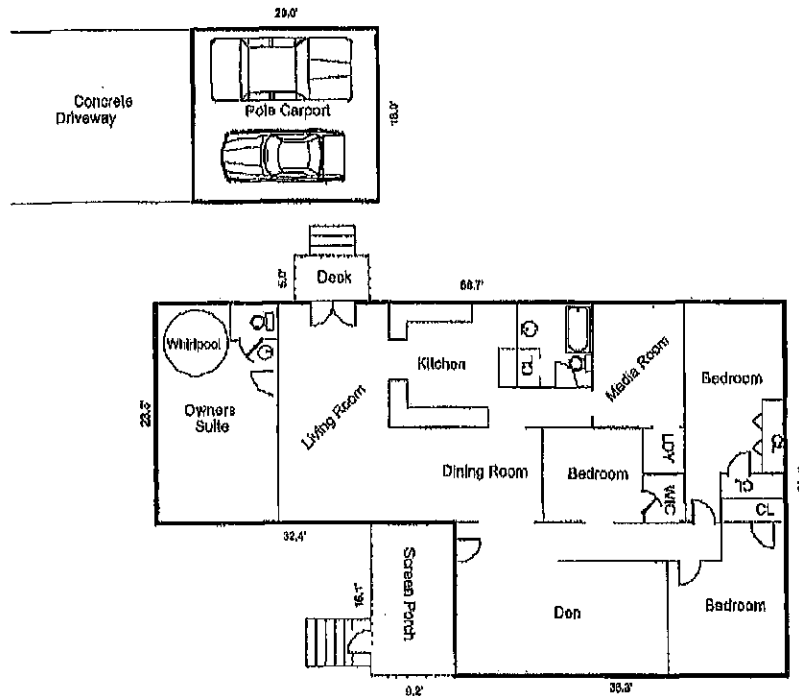
Revised Form 1001 5/93

UNIFORM RESIDENTIAL APPRAISAL REPORT									
Valuation Section					File No. 18-02936-jw				
ESTIMATED SITE VALUE					\$ 28,000				
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:					Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property):				
Dwelling 1,800 Sq. Ft. @ \$ 34.00 = \$ 61,400					PLEASE SEE THE ATTACHED SKETCH & CALCULATIONS				
ADDITION 686 Sq. Ft. @ \$ 45.00 = 30,870					ADDENDUM, DEPRECIATION IS BY THE AGE LIFE METHOD.				
DECK/ACPOR/APPL. = 7,600					CALCULATIONS ARE FROM MARSHALL & SWIFT COST BOOK.				
Garage/Carport 300 Sq. Ft. @ \$ 7.50 = 2,250					IF DEFERRED MAINTENANCE IS INDICATED & IS DUE TO				
Total Estimated Cost New = 102,020					NEEDED REPAIRS WHICH ALSO IS DEDUCTED ON THE				
Less 70 Physical Functional External Est. Remaining Econ. Life: 68					CONDITION LINE ON THE MARKET APPROACH, COST				
Depreciation \$15,587 = \$ 86,433					APPROACH IS BEST IN NEW CONSTRUCTION & SPECIAL				
Depreciated Value of Improvements = 75,338					PURPOSE PROPERTIES.				
"As-Is" Value of Site Improvements = 2,600									
INDICATED VALUE BY COST APPROACH = \$ 108,000									
ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
800 REGO LANE		134 ST MICHAELS PLACE		100 THREE OAKS COURT		105 MARCH LANE			
Address: MONCK'S CORNER		MONCK'S CORNER		MONCK'S CORNER		MONCK'S CORNER			
Proximity to Subject		1.81 miles SE		6.50 miles WSW		4.61 miles WSW			
Sales Price		\$ 127,000		\$ 112,000		\$ 108,000			
Price/Gross Liv. Area		\$ 88.19 /sq ft		\$ 89.91 /sq ft		\$ 83.82 /sq ft			
Data and Date		2012/120 CHARLESTON MLS		2533094 CHARLESTON MLS		2829576 CHARLESTON MLS			
Verification Sources		PUBLIC RECORDS		PUBLIC RECORDS		PUBLIC RECORDS			
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sales or Financing		N/A		CONVENTIONAL		SELLER FINANCE		CONVENTIONAL	
Concessions		75 DAYS MKT		130 DAYS MKT		102 DAYS MKT			
Date of Sale/Time		08/04/2008		04/18/2008		12/15/2008			
Location		SUBURBAN		SUPERIOR		SUPERIOR			
Location/Type Simple		FEE SIMPLE		FEE SIMPLE		FEE SIMPLE			
Site		2.00 ACRES +/-		1.00 ACRES +/-		0.62 ACRES +/-			
View		OTHER HOMES		OTHER HOMES		OTHER HOMES			
Design and Appeal		MFG HOME/ADDITION		MFG HOME		MFG HOME			
Quality of Construction		AVERAGE		AVERAGE		AVERAGE			
Age		A28/E12		A4/E2		A3/E2			
Condition		AVERAGE		AVERAGE		AVERAGE			
Above Grade		Year: 2008, Days: 4, Baths: 2.00		Year: 2008, Days: 4, Baths: 2.00		Year: 2008, Days: 4, Baths: 2.00			
Room Count		20		14		17			
Gross Livable Area		2,186 Sq.Ft.		1,410 Sq.Ft.		2,200 Sq.Ft.		1,708 Sq.Ft.	
Basement & Finished		NONE		NONE		NONE		NONE	
Rooms Below Grade		NONE		NONE		NONE		NONE	
Functional Utility		NORMAL		NORMAL		NORMAL		NORMAL	
Heating/Cooling		CHAC		CHAC		CHAC		CHAC	
Energy Efficient Items		STORM W/D		STORM W/D		AVERAGE		INSUL W/D	
Garage/Carport		2 CARPORT		NO GARAGE		2 CARPORT		2 CARPORT	
Porch, Patio, Deck, Fireplaces, etc.		NO FIREPLACE		1 FIREPLACE		1 FIREPLACE		1 FIREPLACE	
Fence, Pool, etc.		STORAGE		STORAGE		STORAGE		STORAGE	
KITCHEN EQP.		KITCHEN EQP.		KITCHEN EQP.		KITCHEN EQP.		KITCHEN EQP.	
Net Adj. (total)		12,100		50		11,250		11,250	
Adjusted Sales Price of Comparable		\$ 114,900		\$ 111,950		\$ 120,250		\$ 120,250	
Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): THESE ARE THE LATEST & MOST SIMILAR COMPARABLES AVAILABLE. SOME OF THE COMPARABLES ARE A LITTLE DATED BUT STILL REPRESENT THE MARKET AND THERE IS A DEFINITE LACK OF MORE RECENT SALES OF SIMILAR PROPERTIES IN CLOSE PROXIMITY. MARKET IS RELATIVELY STABLE AND THE COMPARABLES ARE CONSIDERED TO BE RELIABLE INDICATORS OF MARKET VALUE. THE LAND ADJUSTMENTS HAVE BEEN MADE ACCORDING TO VACANT LAND SALES & ASSESSORS OFFICE IN BERKELEY COUNTY. THE AGE ADJUSTMENT HAS BEEN MADE AT \$300.00 PER YEAR ACCORDING TO THE MARKET AT THIS TIME. COMPARABLE 1 IS THE CLOSEST TO THE SUBJECT & MOST WEIGHT HAS BEEN GIVEN.									
ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Data, Price and Date		NONE NOTED		NO LISTINGS OR SALES		NO LISTINGS OR SALES		NO LISTINGS OR SALES	
Source for prior sales		PAST 3 YEARS		PAST 12 MONTHS		PAST 12 MONTHS		PAST 12 MONTHS	
within year of appraisal		MLS/PUBLIC REC.		MLS/PUBLIC REC.		MLS/PUBLIC REC.		MLS/PUBLIC REC.	
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:									
THERE WERE NO TRANSFERS OR LISTINGS ON THE SUBJECT IN THE PAST 3 YEARS. THERE WERE NO OTHER TRANSFERS OR LISTINGS ON THE COMPARABLES USED IN THE PAST 12 MONTHS.									
INDICATED VALUE BY SALES COMPARISON APPROACH									
\$ 115,000									
INDICATED VALUE BY INCOME APPROACH (if Applicable): Estimated Market Rent \$ N/A x Gross Rent Multiplier: N/A = \$ 0									
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> subject to completion per plans and specifications.									
Conditions of Appraisal: INCOME APPROACH NOT USED DUE TO LACK OF SOLD & CLOSED RENTALS IN THE IMMEDIATE AREA. FINANCIAL INCENTIVES HAVE BEEN CONSIDERED & ADJUSTED IF WARRANTED.									
Final Reconciliation: THIS SUMMARY APPRAISAL IS INTENDED FOR USE BY THE LENDER AND/OR THEIR SUCCESSORS AND ASSIGNS FOR A MORTGAGE FINANCE TRANSACTION ONLY.									
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Fannie Mae Form 438 (Fannie Mae Form 1004) (Revised JUNE 2008).									
(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 08/31/2008 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 115,000									
APPRaiser		SUPERVISORY APPRAISER (ONLY IF REQUIRED):							
Signature: Diana K. Gahner		Signature: _____							
Name: DIANA K. GAHNER		Name: _____							
Date Report Signed: 09/01/2008		Date Report Signed: _____							
State Certification #: CG-26		State Certification #: _____							
Or State License #: L-2038		Or State License #: _____							

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FLOORPLAN

Borrower: LLOYD, RUDOLPH & DESSIRENE		File No.: [REDACTED]
Property Address: 609 REGO LANE		Case No.: [REDACTED]
City: MONCKS CORNER	State: SC	Zip: 29461
Lender: CITIFINANCIAL DATA SEARCH, INC.		



Perkins/Architect
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	2185.14	2185.14
P/P	Screen Porch	149.12	
	Deck	40.00	198.12
GAR	Pole Carport	360.00	360.00
TOTAL LIVABLE (rounded)			2185

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor		
23.3 x 69.7	1600.71	
16.1 x 36.3	584.43	
2 Calculations Total (rounded)	2185	



No sketches found for this property.

52140.F46608
STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

CitiFinancial Servicing LLC,

PLAINTIFF

FORM 4
JUDGMENT IN A CIVIL CASE

C/A NO: 2015-CP-08-02431

Rudolph N. Lloyd, Individually and as Personal Representative of the
Estate of Oralee Blakes, *et al.*,

DEFENDANT(S)

Submitted by: FINKEL LAW FIRM LLC
Thomas A. Shook/Susan S. White/
Elizabeth S. Moore/Teresa Van Vliet
Carl D. Hiller/Anthony J. Charles

Attorney for: ☒ Plaintiff; ☐ Defendant;
or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED. (CHECK REASON)** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43 (k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN. (CHECK REASON)** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (Check applicable box): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____
- NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow). ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate 'N/A' in one of the boxes below.

Judgment in Favor of (List Name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
CitiFinancial Servicing LLC	Rudolph N. Lloyd, Individually and as Personal Representative of the Estate of Oralee Blakes	N/A

If applicable, describe the property, including tax map information and address referenced in the order:

ALL that certain piece, parcel or lot of land situate, lying and being in First St. Johns Parish, Berkeley County, South Carolina, measuring and containing one (1) acre, more or less, and being more particularly shown and delineated on a "Plat of land owned by Charles Markley Drown being conveyed to Jackson Blakes and Oralee Blakes prepared by Hager E. Netts, RLS, dated February 17, 1986 and recorded in Plat Cabinet F, page 347, together with a fifty (50') foot easement for ingress and egress over, upon and across other lands of the grantors herein as more particularly shown and delineated on the referenced plat.

ALSO: 1978 Southern Mobile Home, Serial Number S1227

TMS Number: 144-00-01-017

PROPERTY ADDRESS: 609 Rego Lane, Moncks Corner, SC

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

SCRCP Form 4C (2/2017)

Judge Code

Date
Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, SC 29415

Attorney(s) for Plaintiffs

SCRCP Form 4C (2/2017)

Court Reporter:

SEE ATTACHED LIST

Attorney(s) for the Defendant(s)

CLERK OF COURT

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

SCRCP Form 4C (02/2017)

DEFENDANTS

Dessirene Greene Lloyd
113 Tigers Den Lane
Moncks Corner, SC 29461

Dessirene Greene Lloyd
PO Box 1867
Moncks Corner, SC 29461

Rudolph N. Lloyd
609 Rego Lane
Moncks Corner, SC 29461

Kevin D. Kearse, Esquire
PO Box 365
Moncks Corner, SC 29461

United Financial Services, Inc.
c/o: CT Corporation System, Registered Agent
2 Office Park Court, Suite 103
Columbia, SC 29223

Frank L. Valenta, Jr., Esquire
South Carolina Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

South Carolina Federal Credit Union
6265 Rivers Ave.
North Charleston, SC 29406



F46608

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

CitiFinancial Servicing LLC,

PLAINTIFF,

vs.

Rudolph N. Lloyd, Individually and as
Personal Representative of the Estate of
Oralee Blakes; Dessirene Greene Lloyd;
Blonder Hamilton; Joann Lloyd; South
Carolina Federal Credit Union; United
Financial Services, Inc.; and South
Carolina Department of Motor Vehicles,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2015-CP-08-02431

**ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY WAIVED)**

RECEIVED
CLERK OF COURT
BERKELEY COUNTY, S.C.
17 OCT 5 2018
F. J. [Signature]

TO: Thomas A. Shook
Susan S. White
Elizabeth S. Moore
Teresa Van Blake
Carl D. Hiller
Anthony J. Charles
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS: Frank L. Valenta, Jr.
Attorney for Defendant
South Carolina Department of Motor
Vehicles

Kevin D. Kearse, Esquire
Attorney for Defendants
Blonder Hamilton and Joann Lloyd
Rudolph Lloyd [Signature]

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from
any order or judgment issued by the master or special referee shall be to the Supreme Court or
the Court of Appeals as provided by the South Carolina Appellate Court Rules.

[Signature]

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Mortgagor Non-Compliance filed herein, the provisions of the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2, 2011, Order 2011-05-02-01, do not apply to the within foreclosure action.

2. The Lis Pendens was filed on October 22, 2015.

3. The Summons and Complaint were filed on October 22, 2015.

4. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.

5. The Defendant(s) Rudolph N. Lloyd, Individually and as Personal Representative of the Estate of Oralee Blakes, Dessirene Greene Lloyd, South Carolina Federal Credit Union and United Financial Services, Inc. are in default as shown by Affidavit(s) on file herein.

6. Frank L. Valenta, Jr., Esquire, attorney for Defendant, South Carolina Department of Motor Vehicles, served Answer(s) on the Plaintiff, which is on file herein.

7. Kevin D. Kearse, Esquire Attorney for Defendants Blonder Hamilton and Joann Lloyd, served Answer(s) on the Plaintiff, which is on file herein.

8. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter.

9. According to the Affidavit filed herein, the Defendant(s) Dessirene Greene Lloyd, Rudolph N. Lloyd, Blonder Hamilton and Joann Lloyd are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

10. For value received, Rudolph Lloyd and Dessirene G. Lloyd made, executed and delivered a Note dated September 5, 2006, promising thereby to pay to the order of CitiFinancial, Inc., the sum of \$83,875.12, with interest at an adjustable rate pursuant to the terms of the Note. Other terms and conditions are stated in the Note, which is of record herein.

11. To better secure the payment of the Note described above, the said Dessirene G. Lloyd, Rudolph N. Lloyd and Oralee Blakes made, executed and delivered to CitiFinancial, Inc.,

a Mortgage in writing, dated September 5, 2006, covering real property in Berkeley County, which is the same as that described in the Complaint. The Mortgage was filed on September 7, 2006, and is of record in the Office of the Register of Deeds for Berkeley County in Book 5936 at Page 212.

12. This Mortgage constitutes a first mortgage lien on the subject property.

13. By Assignment of Mortgage dated October 28, 2014, and recorded November 26, 2014, in Book 11091 at Page 266, in the Office of the Register of Deeds for Berkeley County, CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc. assigned the subject mortgage to CitiFinancial Servicing LLC, the Plaintiff herein.

14. Due to inadvertence and scrivener's error, the legal description recorded with the Plaintiff's mortgage is incorrect and does not reflect the property shown in the deed of distribution recorded in Book 342 at Page 47.

15. Plaintiff is entitled to reformation of the legal description recorded with the Plaintiff's mortgage to reference the correct legal description for the subject property as shown in deed of distribution recorded August 20, 1993 in Book 342 at Page 47, to comport with the public records.

16. The loan that is subject to this action is *not* owned, securitized, or guaranteed by Fannie Mae or Freddie Mac, and is not held by a servicer who is participating in the Home Affordable Modification Program (HMP) and, therefore is not subject to modification under the HMP.

17. By order of the Master in Equity filed September 10, 2014 in Civil Action 2012-CP-08-1362, the deeds recorded June 21, 2006 in Book 5718 at Page 273, and recorded July 28, 2009 in Book 8042 at Page 266, by which Oralee Blakes purported to convey the subject property to Rudolph N. Lloyd and Dessirene G. Lloyd, were ordered and declared null and void.

18. However, by consent order of the Circuit Court filed October 10, 2012, Plaintiff's valid mortgage encumbering the subject property was to continue unimpeded by the above-referenced civil action and, therefore remains in full force and effect as the valid first lien on the subject property.

19. The mortgagor Oralee Blakes died intestate on August 15, 2010, and her estate was filed in the Berkeley County Probate Court as Estate File No. 2012-ES-08-855 and is still

open. Upon information obtained from the Estate File, the Personal Representative is Rudolph N. Lloyd and the heirs are Rudolph N. Lloyd, Blonder Hamilton and Joann Lloyd.

20. Any interest of the above named defendants are junior and subordinate to the plaintiff's mortgage.

21. The parties intended that the subject loan be secured by the real property and the 1978 Southern Mobile, serial number S1227, located on the real property.

22. The mortgagor Dessirene Greene Lloyd is the owner of the 1978 Southern Mobile Home, serial number S1227 and obligor of the note subject to this action.

23. The 1978 Southern Mobile Home, serial number S1227, which is attached to the real property, as well as the land described in the mortgage, secure the plaintiff's loan.

24. The titleholder(s) of record in and to the subject property as of the filing of the Lis Pendens in this action is Oralee Blakes.

25. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

26. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by Note and Mortgage, is as follows:

Principal due as of July 11, 2014	\$ 56,560.28
Interest from December 22, 2014	
Through March 1, 2017	11,296.64
Escrow adjustments (debits and credits)	338.68
TOTAL DEBT secured by Note and	
Mortgage, including interest to date shown	\$68,195.60

Interest for the period from March 1, 2017 as shown above at the rate of 7.3596% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 7.3596% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

27. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

28. The South Carolina Department of Motor Vehicles is made a party hereto since it is the governmental agency responsible for issuing certificates of title for mobile homes in South Carolina. Plaintiff seeks an order requiring this Defendant to either issue a Certificate of Title for the 1978 Southern, Serial Number S1227, to the successful purchaser at foreclosure sale, free and clear of any liens, or to detitle or retire the same.

29. The following Defendant(s) claim(s), or may claim a lien upon or interest in the subject property as follows:

- a. South Carolina Federal Credit Union, by virtue of a judgment against Dessirene G. Lloyd, filed November 1, 2012, Case No. 2012-CP-08-3179, in the amount of \$7,580.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

- b. United Financial Services, Inc. by virtue of being listed as lienholder on the Certificate of Title for the 1978 Southern Mobile Home, Serial No. S1227, which is attached to the subject property.

The above defendant no longer has a lien on or interest in the 1978 Southern Mobile Home, Serial No. S1227 located on the subject property.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$68,195.60, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.3596%.

3. Based on the allegations in the Complaint and the evidence presented, I hereby order Plaintiff's loan is also secured by the 1978 Southern Mobile Home, Serial Number S1227, located on the subject real property.

4. The legal description recorded with the Plaintiff's mortgage to reference the correct legal description for the subject property as shown in deed of distribution recorded August 20, 1993 in Book 342 at Page 47 is reformed to comport with the public records.

5. The Defendant, United Financial Services, Inc. no longer has a lien on or interest in the 1978 Southern Mobile Home, Serial No. S1227.

6. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

7. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Berkeley County Courthouse, Moncks Corner, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

- A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 30 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.3596%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

8. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

9. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by

reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 30 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

10. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

11. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

12. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Berkeley County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by

Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

14. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

15. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

16. **IT IS FURTHER ORDERED** that The South Carolina Department of Motor Vehicles shall hereinafter prepare and issue a new Certificate of Title for the 1978 Southern Mobile Home, Serial Number S1227 to the successful purchaser at the foreclosure sale, or shall detitle and retire said Certificate of Title as necessary.

17. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

18. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

19. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Dessirene Lloyd, Rudolph N. Lloyd and Oralee Blakes to CitiFinancial, Inc. dated September 5, 2006 and recorded in the Office of the Register of Deeds for Berkeley County on September 7, 2006 in Book 5936 at Page 212.

20. The following is a description of the premises herein ordered to be sold:

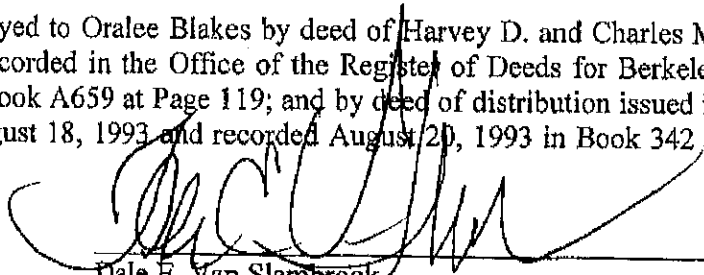
ALL that certain piece, parcel or lot of land situate, lying and being in First St. Johns Parish, Berkeley County, South Carolina, measuring and containing one (1) acre, more or less, and being more particularly shown and delineated on a "Plat of land owned by Charles Markley Drown being conveyed to Jackson Blakes and Oralee Blakes prepared by Hager E. Netts, RLS, dated February 17, 1986 and recorded in Plat Cabinet F, page 347, together with a fifty (50') foot easement for ingress and egress over, upon and across other lands of the grantors herein as more particularly shown and delineated on the referenced plat.

ALSO: 1978 Southern Mobile Home, Serial Number S1227

TMS Number: 144-00-01-057

PROPERTY ADDRESS: 609 Rego Lane, Moncks Corner, SC

This being the same property conveyed to Oralee Blakes by deed of Harvey D. and Charles M. Brown, dated July 21, 1986, and recorded in the Office of the Register of Deeds for Berkeley County on July 23, 1986, in Deed Book A659 at Page 119; and by deed of distribution issued in the estate of Jackson Blakes on August 18, 1993 and recorded August 20, 1993 in Book 342 at Page 47.



Dale E. Van Slambrook

Master in Equity for Berkeley County

Moncks Corner, South Carolina

4/4, 2017

F46608

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

CitiFinancial Servicing LLC,

PLAINTIFF,

vs.

Rudolph N. Lloyd, Individually and as
Personal Representative of the Estate of
Oralee Blakes; Dessirene Greene Lloyd;
Blonder Hamilton; Joann Lloyd; South
Carolina Federal Credit Union; United
Financial Services, Inc.; and South
Carolina Department of Motor Vehicles,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2015-CP-08-02431

(NON-JURY MORTGAGE FORECLOSURE)

RECORD OF HEARING

CLERK OF COURT
BERKELEY COUNTY
SOUTH CAROLINA
17 OCT 2018
10:00 AM
FILED

Pursuant to the Order of Reference filed in the above cause of action, a hearing was held April 4, 2017 before Dale E. Van Slambrook, as Master in Equity for Berkeley County. Counsel of record is as follows:

ATTORNEYS FOR PLAINTIFF: Thomas A. Shook/Susan S. White/Elizabeth S. Moore/Teresa D. Van Vlake/Carl D. Hiller/Anthony J. Charles of FINKEL LAW FIRM LLC.

ATTORNEYS FOR DEFENDANTS: Frank L. Valenta, Jr. Attorney for Defendant South Carolina Department of Motor Vehicles; Kevin D. Kearse, Esquire Attorney for Defendants Blonder Hamilton and Joann Lloyd

The following defendant(s) were present at the hearing:

K. Kearse on behalf of Blonder Hamilton; Joann Lloyd, Rudolph Lloyd.

The mortgagor(s) were in default on the terms of the note and mortgage as of July 11, 2014.

The Lis Pendens was filed on October 22, 2015. Summons and Complaint was filed on October 22, 2015.

Affidavits or Acceptances of Service are filed and show that service of the Summons and Complaint was properly effected upon all defendants herein. The following Defendants are in default: Rudolph N. Lloyd, Individually and as Personal Representative of the Estate of Oralee

Blakes, Dessirene Greene Lloyd, South Carolina Federal Credit Union and United Financial Services, Inc.

There is an Affidavit of Military Status indicating that the individual Defendant(s) Dessirene Greene Lloyd, Rudolph N. Lloyd, Blonder Hamilton and Joann Lloyd are not in the military service of the United States of America.

Please let me draw your attention to the evidence marked with the following exhibit numbers:

1. Notice of hearing and certificate of service
2. Promissory Note
3. Mortgage
4. Assignment
5. Affidavit of Verified Statement of Account

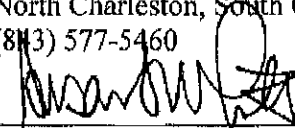
The exhibits were accepted and admitted into evidence. By the Affidavit of Verified Statement of Account, Plaintiff established the total debt amount due as \$68,195.60. Plaintiff is not seeking a deficiency judgment.

Plaintiff moved for foreclosure of the subject mortgage, with equity of redemption barred, and for a sale of the subject property. The relief was granted, and the hearing was concluded.

April 4, 2017
Moncks Corner, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:

 Date: _____
Thomas A. Shook/Susan S. White
Elizabeth S. Moore/Teresa D. Van Vlake
Carl D. Hiller/Anthony J. Charles
Attorneys for Plaintiff

52140.F46608

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

CitiFinancial Servicing LLC,

PLAINTIFF,

vs.

Rudolph N. Lloyd, Individually and as
Personal Representative of the Estate of
Oralee Blakes; Dessirene Greene Lloyd;
Blonder Hamilton; Joann Lloyd; South
Carolina Federal Credit Union; United
Financial Services, Inc.; and South Carolina
Department of Motor Vehicles,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2015-CP-08-02431

(NON-JURY MORTGAGE FORECLOSURE)

NOTICE OF FORECLOSURE HEARING

TO THE DEFENDANTS ABOVE NAMED:

PLEASE TAKE NOTICE THAT a hearing will be held before Dale E. Van Slambrook, Master in Equity for Berkeley County, on April 4, 2017 at 9:30 AM. This hearing will be held at the Berkeley County Courthouse, Courtroom A, B or C; 300-B California Avenue, Moncks Corner, SC 29461.

You will also take notice that the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff pursuant to South Carolina Code Ann. §14-11-110 (as amended). All issues raised in the pleadings will be decided at this hearing.

If you would like to receive advance notification in the event your scheduled hearing is canceled or postponed for any reason, please contact the firm's scheduling clerk at (843) 577-5460 with a telephone number where you may be reached.

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415
(843) 577-5460

By:

Elizabeth S. Moore

- ☐ Thomas A. Shook, SC Bar # 68340
☐ Susan S. White, SC Bar # 5453
☒ Elizabeth S. Moore, SC Bar # 69236
☐ Teresa D. Van Vlakte, SC Bar #11118
Attorneys for Plaintiff

3/14, 2017

F-16608

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

CitiFinancial Servicing LLC,

PLAINTIFF,

vs.

Rudolph N. Lloyd, Individually and as
Personal Representative of the Estate of
Oralee Blakes; Dessirene Greene Lloyd;
Blonder Hamilton; Joann Lloyd; South
Carolina Federal Credit Union; United
Financial Services, Inc.; and South Carolina
Department of Motor Vehicles,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2015-CP-08-02431

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF SERVICE BY MAIL

I, Kathy Heavner, do hereby certify that I served a copy of the **Notice of Foreclosure Hearing** on the persons as listed below, by depositing same in the United States Mail, postage prepaid, at Charleston, South Carolina, where there is regular communication by mail, on 5-20-17.

Dessirene Greene Lloyd ✓
113 Tigers Den Lane
Moncks Corner, SC 29461

Dessirene Greene Lloyd ✓
PO Box 1867
Moncks Corner, SC 29461

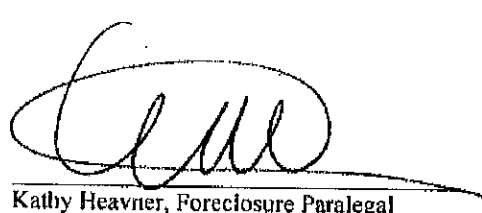
Rudolph N. Lloyd ✓
609 Rego Lane
Moncks Corner, SC 29461

Kevin D. Kearse, Esquire ✓
PO Box 365
Moncks Corner, SC 29461

United Financial Services, Inc.
c/o: CT Corporation System, Registered Agent
2 Office Park Court, Suite 103 ✓
Columbia, SC 29223

Frank L. Valenta, Jr., Esquire ✓
South Carolina Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

South Carolina Federal Credit Union
6265 Rivers Ave.
North Charleston, SC 29406


Kathy Heavner, Foreclosure Paralegal
FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415
(843) 577-5460

Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address) DESSERRE G LLOYD RUDOLPH LLOYD 609 REGO LANE MONCKS CORNER SC 29461		Lender (Name, address, city and state) CITIFINANCIAL, INC 484 N HIGHWAY 52 SUITE 111 MONCKS SC 29461		Account No. [REDACTED] Date of Loan 09/05/2006
--	--	---	--	---

ANNUAL PERCENTAGE RATE The cost of Borrower's credit as a yearly rate 7.76 %	FINANCE CHARGE The dollar amount this credit will cost Borrower \$ 79,060.25	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf \$ 81,382.15	Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled \$ 160,442.40
--	--	--	--

Payment Schedule		
Number of Payments	Amount of Payments *	When Payments Are Due
240	\$ 668.51	MONTHLY BEGINNING 10/11/2006
	\$	
	\$	
	\$	

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Security: If checked, Borrower is giving a security interest in:
☒ Real Property

Late Charge: If a payment is more than 10 days late, Borrower will pay a late charge equal to the greater of \$ 0.00 % of the payment due or \$ 15.00

Prepayment: If Borrower pays off early, Borrower will not have to pay a penalty, and will not be entitled to a refund of part of the finance charge.

* Does not include any insurance premium.

Additional Information

Total amount of first month's payment, including insurance premium, if any	PRINCIPAL	POINTS/FEE	DATE CHARGES BEGIN
\$ 850.94	\$ 83,875.12	2,442.97	09/11/2006

Required Insurance Disclosure:
If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

Optional Insurance Disclosure:
Borrower is not required to purchase optional insurance products, such as Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type
\$ 117.16	\$ 1,398.55	JOINT CREDIT LIFE
\$ 64.67	\$ 774.87	JOINT CREDIT DISAB
\$ NONE	\$	

CREDIT LIFE, CREDIT DISABILITY, AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I/WE AGREE TO PAY THE ADDITIONAL COST BY SIGNING BELOW. The Coverage is for the initial term of the loan unless otherwise noted.

[Signature] 9/8/06
First Borrower's Signature Date
[Signature] 9/8/06
Second Borrower's Signature Date

(* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

Termination of Insurance

Borrower may cancel any of the optional insurance products offered at any time. This optional insurance will terminate upon the earliest of the following occurrences:

- (1) the Lender's receipt of Borrower's written request for termination;
- (2) on the date when the sum of past due premiums equal or exceed four times the first month premium;
- (3) termination pursuant to the provisions of the insurance certificate;
- (4) payment in full of Borrower's loan;
- (5) death of Borrower.

TERMS: In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender whose name and address are shown above.

PROMISE TO PAY: In return for a loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal shown above plus interest on the unpaid Principal balance from the Date Charges Begin shown above until fully paid at the following agreed annual Rate of Interest:

(Applicable Box Must be Checked)

- ☒ 07 35.96 % per annum on the entire unpaid Principal balance
- ☐ % per annum on the first \$ of the unpaid Principal balance, and % per annum on the remaining unpaid Principal balance.

Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan.

DESSIRENE G LLOYD RUDOLPH LLC

09/05/2006

Principal and interest shall be payable in the substantially equal monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments beginning on the first payment date shown above and continuing on the same day in each following month until paid in full. Upon the final payment date or the acceleration thereof, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement, Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date or the acceleration thereof do not constitute a renewal or extension of this loan unless Lender so determines.

Each payment shall be applied as follows: (1) monthly loan payments due (first to interest then principal), (2) insurance premiums due (3) unpaid interest to the date of payment if any then (4) principal.

Any amount shown above as Points/Fees has been paid by Borrower as Points/Fees. This amount is considered a prepaid charge and in addition to the above Rate of Interest Points/Fees are earned prior to any other interest on the loan balance. In the event of prepayment of the loan, Points/Fees will be refunded only if required by state law.

PREPAYMENT Borrower may prepay this loan in whole or in part at any time without penalty. However upon partial prepayment, interest will continue to accrue on any remaining Principal balance. Partial prepayment will not affect the amount or due date of subsequent scheduled payments on the loan but may reduce the number of such payments.

LATE CHARGE If a payment is more than 10 days late, Borrower will pay a late charge equal to the greater of 5.0 % of the unpaid portion of the payment due or \$ 15.00. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payment.

BAD CHECKS Lender may charge a fee of \$ 25.00 if a check, negotiable order of withdrawal or draft is returned for insufficient funds or insufficient credit.

SECURITY AGREEMENT Borrower's loan is secured by a Deed of Trust or Mortgage of even date on real property which requires Lender's written consent to a sale or transfer of the encumbered real property located at 609 REGO LANE MONCKS CORNER SC 29461. See either the Deed of Trust or the Mortgage for terms applicable to Lender's interest in Borrower's real property ("Property").

OWNERSHIP OF PROPERTY Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code.

USE OF PROPERTY Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will not use or permit the use of the Property for illegal purposes.

TAXES AND FEES Borrower will pay all taxes, assessments, and other fees payable on the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan, subject to the provisions of the South Carolina Consumer Protection Code.

INSURANCE If any insurance coverage is obtained at Lender's office, upon Borrower's default, Borrower hereby gives Lender a power of attorney to cancel part or all of the insurance and to apply any returned premiums to Borrower's unpaid balance. If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employees may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

LOAN CHARGES If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT Borrower will be in default if:

1. Borrower does not make any scheduled payment on time.
2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership.
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan.
4. Borrower fails to fulfill any promise made under this agreement, or
5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

Subject to Borrower's right to any notice of default, right to cure default, and any other applicable law, if Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this Note. If this debt is referred for collection to an attorney not a salaried employee of Lender, Lender shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, court costs, and if the original amount financed exceeds an amount specified in the provisions of the South Carolina Consumer Protection Code allowing for attorney's fees in connection with supervised loans, reasonable attorney's fees not in excess of 15% of the unpaid debt.

EFFECTS OF DEFAULT If Borrower defaults, Borrower will deliver the Property to Lender or, upon Lender's demand, assemble the Property and make it available to Lender at a reasonably convenient place. Lender may, without previous notice or demand and without legal process, peacefully enter any place where the Property is located and take possession of it. The Property may be sold with notice at a private or public sale at a location chosen by Lender. At such a sale, Lender may purchase the Property. The proceeds of the sale, minus reasonable expenses incurred in collecting on the debt, will be credited to the unpaid balance of Borrower's loan. The expenses that will be deducted from the proceeds of the sale include the costs of taking, removing, holding, repairing, and selling the Property, reasonable fees (if the original Principal exceeds an amount specified in the provisions of the South Carolina Consumer Protection Code allowing for attorney's fees in connection with supervised loans) paid to an attorney who is not a salaried employee of Lender, and the costs of removing any superior liens or claims on the Property. If the proceeds of sale are not sufficient to pay off the entire balance plus costs, Borrower agrees to pay the remaining amount upon demand. If Borrower has left other property in the repossessed Property, Lender may hold such property temporarily for Borrower without responsibility or liability for the property.

Notice of the time and place of a public sale or notice of the time after which a private sale will occur is reasonable if mailed to the Borrower's address at least five (5) days before the sale. The notice may be mailed to Borrower's last address shown on Lender's records.

LAW THAT APPLIES South Carolina law and federal law, as applicable, governs this Disclosure Statement, Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

OTHER RIGHTS Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular. References to the masculine gender may be read to apply to the feminine gender.

INTEREST AFTER MATURITY Lender, at its option, may collect interest from and after maturity upon the unpaid principal balance at either the maximum rate permitted by the then applicable law or rate of interest then prevailing under this contract.

DESSIRENE G LLOYD RUDOLPH LL

09/05/2006

OTHER TERMS Each Borrower under this Disclosure Statement, Note and Security Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon the default by any Borrower.

Borrower endorses, sureties and guarantors, to the extent permitted by law, severally waive their right to require Lender to demand payment of amounts due, to give notice of amounts that have not been paid, to receive notice of any extensions of time to pay which Lender allows to any Borrower and to require Lender to show particular diligence in bringing suit against anyone responsible for repayment of this loan, and additionally waive benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation on any property securing this loan and waive the benefit of valuation and appraisement.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying limitation of Amount Financed is unenforceable, this will not make any other part unenforceable.

REFINANCING The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

AUTHORIZATION TO USE CREDIT REPORT By signing below, Borrower authorizes Lender to obtain, review and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for products and services offered by Lender. This authorization terminates when Borrower's outstanding balance due under this Disclosure Statement, Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, 300 St. Paul Place, BSP13A, Baltimore, MD 21202. In order to process Borrower's request, Lender must be provided Borrower's full name, address, social security number and account number.

The following notice applies only if this box is checked ☐

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying limitation of Amount Financed, and authorizes the disbursements stated therein.

WITNESSES

SIGNED

DeSSirene G Lloyd (Seal)
DESSIRENE G LLOYD - Borrower
Rudolph G Lloyd (Seal)
RUDOLPH LLOYD - Borrower
(Seal)
- Borrower

CITYFINANCIAL, INC

By DeSSirene G Lloyd
(Name and Title) 09/05/2006 18 17 59

SECURITY INTEREST OF NONOBLIGOR Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

DeSSirene G Lloyd (Seal) 9-5-06
Signature Date Signature Date

Recorded On-2006-Sep-07 As-75973



Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00075973 Vol: 5936 Pg: 212

Instrument Number: 2006- 00075973

As

Mortgage

Recorded On: September 07, 2006

Parties: BLAKES ORALEE

To

CITIFINANCIAL INC

Recorded By: CITIFINANCIAL

Comment:

Billable Pages: 2

Num Of Pages: 7

**** Examined and Charged as Follows: ****

Mortgage	12.00
Recording Charge:	12.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2006- 00075973

Receipt Number: 74656

Recorded Date/Time: September 07, 2006 02:56:08P

Book-Vol/Pg: Bk-R VI-5936 Pg-212

Cashier / Station: D Smith / Cash Station 9

Record and Return To:

CITIFINANCIAL

TALL RACE PLAZA SUITE 111

484 NORTH HIGHWAY 52

MONCK'S CORNER SC 29461



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

Recorded On: 2006-Sep-07 As: 75273

After recording return to:
CITIFINANCIAL, INC.

484 N HIGHWAY 52 SUITE 111
MONCKS SC 29461

00073973 Vol: 5936 Pg: 213

MORTGAGE

THIS MORTGAGE is made this 5th day of September, 2006, between the Mortgagor, ORALINE BLAKES RUDOLPH N LLOYD DESSIRENE G LLOYD, herein "Borrower", and the Mortgagee, CITIFINANCIAL, INC., a corporation organized and existing under the laws of South Carolina, whose address is 484 N HIGHWAY 52 SUITE 111 MONCKS SC 29461 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 23,875.12, which indebtedness is evidenced by Borrower's note dated 09/05/2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 09/11/2026;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of BERKELEY, State of South Carolina;

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and reversion, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

Recorded On 2008-Sep-07 As 75973

OBSIRENE G LLOYD RUDOLPH LLOYD

00073973 Vol: 5936 Pg: 214
09/05/2006

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice in the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails in response to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Recorded On: 2006-Sep-07 At: 75373

DESSIRANE G LLOYD RUDOLPH LLOYD

00075973 Vol: 5936 Pg: 213
09/05/2006

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only in mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Recorded On: 2006-Sep-07 As: 75973

DESSIRENE G LLOYD RUDOLPH LLOYD

00075973 Vol: 5936 Pgs: 218
09/05/2006

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

22. Waiver of Right of Appraisal. Borrower hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

23. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

(Intentionally Left Blank)

DESSIRENE G LLOYD RUDOLPH LLOYD

217
00073 Vol: 5936 Pg: 207/05/2006

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

[Signature] [Signature] (Seal)
Borrower
[Signature] (Seal)
Borrower

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA. Berkley County ss:

Before me personally appeared A. L. ALIX and made oath that She saw the within named Borrower sign, seal, and as husband act and deed, deliver the within written Mortgage; and that A. L. ALIX with THOMAS L. HOLSTEN witnessed the execution thereof.

Sworn before me this 12/12/2006

[Signature]
Notary Public for South Carolina

My commission expires: 12/12/2006

SC 1575-3 1/98

Original (Recorded)

Copy (Branch)

Copy (Customer)

Page 5 of 5

(Space Below This Line Reserved For Lender and Recorder)

01309

5/2006 6:02:22 PM PAGE 1 Fax Server

00075973 Vol: 5936 Pg: 218

Schedule A

Report Number: [REDACTED]

Client Number: [REDACTED]

Customer: Blakes, Oralee & Lloyd, Rudolph N. & Lloyd, Dessirene G.

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina; measuring and containing One (1.00) acre, more or less; butting and bounding as follows:

NORTH: By lands of the Heirs of Clara Johnson, et al

EAST: By lands of the Heirs of Joe James and Henry Lloyd

SOUTH: By lands of Joel & Hattie Flowers and by lands of Naymon Harleston

WEST: By lands of Abdul Greene

Together with all and singular, the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining.

This being the same property conveyed to Oralee Blakes, Rudolph N. Lloyd and Dessirene G. Lloyd from Oralee Blakes herein by Deed dated 6/15/06 and recorded 6/21/06 in Deed Book 5718 at Page 273.

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00027523 Vol:11091 Pg: 266



50 2014 00027523

Instrument Number: 2014-00027523

Recorded On: November 26, 2014

As
Assignment of Mortgage

Parties: BLAKES ORALEE

To

CITIFINANCIAL SERVICING LLC

Recorded By: NATIONWIDE TITLE CLEARING

Billable Pages: 3

Comment: BOOK #5936 PAGE 212

Num Of Pages: 5

**** Examined and Charged as Follows: ****

Assignment of Mortgage 9.00

Recording Charge: 9.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC
File Information:

Document Number: 2014-00027523

Receipt Number: 505555

Recorded Date/Time: November 26, 2014 11:57:22A

Book-Vol/Pg: Bk-R VI-11091 Pg-266

Cashier / Station: S Rlter / Cash Station 11

Record and Return To:

NATIONWIDE TITLE CLEARING

2100 ALTERNATE 19 NORTH

PALM HARBOR FL 34683-9886



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

00027523 Vol:11091 Pg: 267

COVER PAGE

Document Type: Assignment of Mortgage/Deed of Trust

Recording Requested By and
When Recorded Return To:
Citifinancial, Inc.
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

Loan#: [REDACTED]

ASSIGNOR(S) NAME:

ASSIGNEE(S) NAME/ADDRESS:

Property Address:
609 REGO LANE
MONCK'S CORNER, SC 29461

CFAAA DEFAULT NAI7091587 CPA_CVRPG.ptk

00027523 Vol:11091 Pg: 268

Recording Requested By/
Return To:

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the undersigned CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc., a South Carolina corporation ("Assignor"), whose address is 300 St. Paul Place, Baltimore, Maryland 21202, does hereby grant, sell, assign, transfer and convey unto CitiFinancial Servicing LLC, a Delaware limited liability company ("Assignee"), whose address is 300 St. Paul Place, Baltimore, Maryland 21202, all beneficial interest under the below-described Mortgage, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

That certain Mortgage dated September 5, 2006;

executed by ORALEE BLAKES RUDOLPH N LLOYD DESSIRENE G LLOYD,
Mortgagor(s);

to and in favor of CITIFINANCIAL, INC, Mortgagee;

recorded in Book 5936, at Page 212, and/or as Document/Instrument No.2006-00075973,

in the Office of the Clerk of the Court of BERKELEY County, South Carolina

on September 7, 2006.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns, forever,
subject only to the terms and conditions of the above-described Mortgage.

{Remainder of page left intentionally blank; signature page immediately follows.}

00027523 Vol:11091 Pg: 269

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 10/28/2014.

CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc.,
a South Carolina corporation

Patricia States

BY: Patricia States

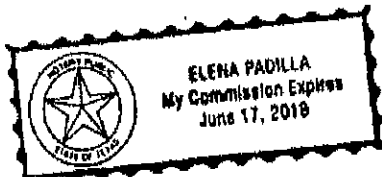
TITLE: Vice President

Signed, sealed and delivered
in the presence of:

Debra D. Cooper
Witness 1: Debra D. Cooper
Carl Giesecke
Witness 2: CARL GIESECKE

State of Texas
County of Dallas

This instrument was acknowledged before me on October 28, 2014 by Patricia States, Vice President of CFNA Receivables (SC), Inc. f/k/a CitiFinancial, Inc., a South Carolina corporation, on behalf of said corporation.



(Personalized Seal)

[Signature]
Notary Public's Signature

This instrument prepared by:
CitiFinancial Servicing LLC
300 St. Paul Place
Baltimore, MD 21202

ASN

00027523 Vol:11091 Pg: 270

EXHIBIT A

ALL that certain place, parcel or lot of land, situate, lying and being in the County of Berkeley, State of South Carolina; measuring and containing One (1.00) acre, more or less; butting and bounding as follows:

NORTH: By lands of the Heirs of Clara Johnson, et al

EAST: By lands of the Heirs of Joe James and Henry Lloyd

SOUTH: By lands of Joel & Hahle Flowers and by lands of Naymon Harleston

WEST: By lands of Abdul Greene

Together with all and singular, the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining.

REFID#

[REDACTED]

52140.F46608

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

CitiFinancial Servicing LLC,

PLAINTIFF,

vs.

Rudolph N. Lloyd, Individually and as
Personal Representative of the Estate of
Oralee Blakes; Dessirene Greene Lloyd;
Blonder Hamilton; Joann Llyod; South
Carolina Federal Credit Union; United
Financial Services, Inc.; and South Carolina
Department of Motor Vehicles,

DEFENDANT(S).

IN THE COURT OF COMMON PL
C/A NO: 2015-CP-08-02431

AFFIDAVIT

STATE OF MISSOURI)

) SS.

ST. CHARLES COUNTY)

Stephanie A. Green, being first duly sworn on oath, deposes and states as follows:

1. I am employed by CitiMortgage, Inc., as Vice President - Document Control and I have been appointed as a Vice President of CitiFinancial Servicing LLC. Pursuant to an agreement, CitiMortgage, Inc., provides certain loan servicing activities for CitiFinancial Servicing LLC. I am authorized to make the representations contained in this affidavit on behalf of CitiFinancial Servicing LLC.

2. I am over the age of 18 and competent to testify as to the matters contained herein.

3. For convenience, the following party or parties listed on the Note are referred herein as "Borrower": Dessirene Lloyd A/K/A Dessirene G. Lloyd Rudolph Lloyd A/K/A Rudolph N. Lloyd and Oralee Blakes.

4. In my capacity as a Vice President - Document Control, I have access to CitiMortgage, Inc.'s and CitiFinancial Servicing LLC's business records, including the business records for, and relating to, the Borrower's loan. I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by CitiMortgage, Inc. and CitiFinancial Servicing LLC in

the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

5. Borrower executed a Note dated September 5, 2006, for \$83,875.12 secured by a Mortgage on a property located at: 609 Rego Lane, Moncks Corner, SC, 29461. No there

6. CitiFinancial Servicing LLC has the right to foreclose based upon the following: CitiFinancial Servicing LLC is in possession of the original Note, and is the current mortgagee under the Mortgage.

7. The Borrower has defaulted on his/her payment under the Borrower's loan documents. The Borrower's default on the Note and Mortgage has not been cured, and the loan balance has been accelerated making the entire balance due and owing pursuant to the terms of the loan documents.

8. As a result of the Borrower's default, the Borrower owes, as of March 1, 2017, the following itemized sums of money, exclusive of fees and costs:

Principal Balance	\$56,560.28
Interest Due from 12/22/2014 through 3/1/2017 at 7.3596%	\$11,296.64
Pre-Acceleration Late Charges	\$0.00
Escrow:	
Escrow Deficiency-Real Estate Taxes Paid on 3/7/2016	\$167.24
Escrow Deficiency-Real Estate Taxes Paid on 10/20/2014	\$171.44
Hazard Insurance	\$0.00
Mortgage Insurance Premium/Private Mortgage Insurance	\$0.00
Credits	\$0.00
Total Escrow	\$338.68
Brokers Price Opinion/Appraisals	\$0.00
Property Preservation	\$0.00
Previous Bankruptcy Fees/Costs	\$0.00
Property Inspections	\$0.00
Suspense	\$0.00

Miscellaneous Charges/Credits as Follows:

\$0.00

TOTAL \$68,195.60

By:

Stephanie A. Green
AFFILIANT: Stephanie A. Green

Date:

3-9-17

Subscribed and sworn to before me this 9 day of Mar., 2017, by

Stephanie A. Green

Amanda Wilkins

Notary Public

State of Missouri

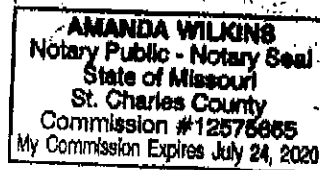
My commission expires: 7/24/20

Personally Known ✓ OR

Produced Identification Na

Type of Identification Produced:

Na



52140.F46608

**NOTICE OF MASTER IN EQUITY SALE
CIVIL ACTION NO. 2015-CP-08-02431**

BY VIRTUE OF A DECREE of the Court of Common Pleas for Berkeley County, South Carolina, heretofore issued in the case of CitiFinancial Servicing LLC, against Rudolph N. Lloyd, Individually and as Personal Representative of the Estate of Oralee Blakes, *et al.*, the Master in Equity for Berkeley County, or his/her agent, will sell on ~~May 3, 2017~~, at 11:00 A.M., at Berkeley County Courthouse, Courtroom A, 300-B California Avenue, Moncks Corner, South Carolina, to the highest bidder:

JULY 5, 2017
m

ALL that certain piece, parcel or lot of land situate, lying and being in First St. Johns Parish, Berkeley County, South Carolina, measuring and containing one (1) acre, more or less, and being more particularly shown and delineated on a "Plat of land owned by Charles Markley Drown being conveyed to Jackson Blakes and Oralee Blakes prepared by Hager E. Netts, RLS, dated February 17, 1986 and recorded in Plat Cabinet F, page 347, together with a fifty (50') foot easement for ingress and egress over, upon and across other lands of the grantors herein as more particularly shown and delineated on the referenced plat.

ALSO: 1978 Southern Mobile Home, Serial Number S1227

TMS Number: 144-00-01-057

PROPERTY ADDRESS: 609 Rego Lane, Moncks Corner, SC

This being the same property conveyed to Oralee Blakes by deed of Harvey D. and Charles M. Brown, dated July 21, 1986, and recorded in the Office of the Register of Deeds for Berkeley County on July 23, 1986, in Deed Book A659 at Page 119; and by deed of distribution issued in the estate of Jackson Blakes on August 18, 1993 and recorded August 20, 1993 in Book 342 at Page 47.

BERKELEY COUNTY

17 JUL - 5 11:00 AM

FILED

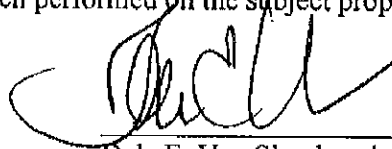
TERMS OF SALE: FOR CASH. The Master in Equity will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid at 7.3596% shall be paid to the day of compliance. In case of noncompliance within 30 days, after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed stamps.

Deficiency judgment not being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.



Dale E. Van Slambrook
Master in Equity for Berkeley County

Moncks Corner, South Carolina

4/4, 2017

FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, South Carolina 29415

(843) 577-5460

Attorneys for Plaintiff

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Rudolph Norwood Lloyd

Debtor,

Case No. 18-02936-jw
Chapter 13

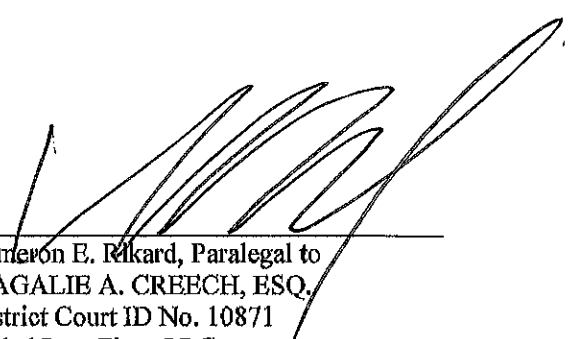
CERTIFICATE OF SERVICE

I hereby certify that on this 2 day of October, 2018, I served a copy of the Amended Objection to Plan of Reorganization and a Certificate of Service on the below-listed parties, by depositing same in the United States Mail with sufficient first-class postage affixed and addressed as indicated below:

Rudolph Norwood Lloyd
609 Rego Lane
Moncks Corner, SC 29461

David K. Pinckney, Esq.
Pinckney Law Firm, LLC
PO Box 313
Bluffton, SC 29910

James M. Wyman, Trustee (via ECF)
PO Box 997
Mount Pleasant, SC 29465



Cameron E. Rikard, Paralegal to
MAGALIE A. CREECH, ESQ.
District Court ID No. 10871
Finkel Law Firm, LLC
Post Office Box 1799
Columbia, South Carolina 29202
Phone (803) 765-2935
Fax (803) 252-0786
mcreech@finkellaw.com